

69814 - He wrote a list of furnishings for her on condition that she lives with him without causing problems for one year

the question

A an agreement has been written for a wife, signed by her husband with a condition that she will receive certain furniture after one year if she does not make problems for her husband. But she started creating troubles only after a month, always being in the wrong. What should the moderator who has kept the agreement do?.

Detailed answer

Firstly: This list of furnishing must be one of two things:

(i)It is part of the mahr (dowry), as is done in some countries, so the mahr is what is given to the wife of gold or cash, and what is written for her such as a list of furniture, and a deferred payment may also be added to that. If this is the case, and this list is part of the mahr, then it is an addition to the mahr that is based on a condition, which is that the wife commits herself to live without problems with the husband for a year. Making the addition to the mahr conditional upon something is a matter concerning which there is a difference of opinion among the fuqaha'. Some of them do not allow it, and some of them do allow it.

Shaykh Ibn 'Uthaymeen, in al-Sharh al-Mumti' (12/268-270) was of the view that this condition is permissible if it serves a valid purpose, and undoubtedly the good behaviour of the wife towards her husband is a valid purpose. Based on that, this condition is valid and you do not have to give her the list of furnishings because she did not fulfil the condition.

(ii)This list is not part of the mahr, rather it is a gift from the husband which he has made conditional upon the wife behaving properly and not causing any problems for a year.

Giving a gift with conditions is valid, and it need not be given unless the condition is met. This is the view favoured by Shaykh al-Islam Ibn Taymiyah (may Allaah have mercy on him), as was narrated from him in al-Insaaf (7/133).

To sum up: The wife is not entitled to this list, because she did not fulfil the condition, whether the list was part of the mahr or it was a gift with conditions stipulated by the husband.

But, if there is a dispute and the wife claims that she fulfilled the condition, and that the shortcomings and transgression were on the part of the husband, then in this case the matter should be referred to the sharee'ah court, or to a man of knowledge who can judge between them and settle the dispute.

And Allaah knows best.